

**THIRD AMENDMENT TO AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK**

WHEREAS, on or about June 20, 2006, the A.D. Morgan Corporation, a Florida Corporation (“Construction Manager at Risk”), and the Board of County Commissioners of Sumter County, Florida, a subdivision of the State of Florida (the “Board”), entered into an Agreement (the “Agreement”), in which the Construction Manager at Risk agreed to provide services in furtherance of the construction jail facilities for the benefit of Sumter County, and;

WHEREAS, the parties wished to amend the Agreement through a “First Amendment” and then a “Second Amendment” to more accurately memorialize the intentions of the parties with regard to certain logistical and cost management elements of the Agreement, and;

WHEREAS, the “First Amendment” was executed on or about May 13, 2008 and the “Second Amendment” was executed on or about October 13, 2009, and;

WHEREAS, the parties now wish to amend and restate the terms of the “First Amendment” and “Second Amendment”

THEREFORE, the parties hereto, being fully advised of the terms herein, and having been advised by legal counsel, do hereby agree to amend and restate the terms of the First Amendment and Second Amendment by this writing (for purposes herein, the “Amendment”) and state the following:

1. That the “WHEREAS” recitals above are hereby acknowledged as true and accurate and are incorporated as if stated herein.

2. The term “Project”, as used in the Agreement, is hereby defined as the construction of a jail, including inmate processing and housing facilities, specifically including but not limited to the following components:
 - (1) Site Preparation Work.
 - (2) Immediate Needs and Laundry Facilities.
 - (3) Kitchen Facility.
 - (4) Inmate Video Visitation Facility.
 - (5) Inmate Intake and Release Facility.
 - (6) 180 Bed Inmate Housing Facility.
 - (7) Renovations to the Existing Jail Facility

3. Section XI, Change in the Project – in accordance both parties agree to expand the scope of work as delineated in the A. D. Morgan Proposal dated November 20, 2009, said scope to be expanded in the following manner:
 - a) The cost of the Extended General Conditions was extended by the amount of \$442,918.50 in the First Amendment.
 - b) The First Amendment was then revised and restated to extend the Extended General Conditions by the amount of \$255,850.00.
 - c) The general purpose of the scope of work was to replace Electrical and Mechanical building systems or components in the 1988 Main Jail in the amount of \$ 295,063.00 under the terms of the Second Amendment.

d) Under this Amendment, an Owner Direct Purchase program credit of \$5,332,099.00 shall be credited against the Guaranteed Maximum Price in favor of Sumter County.

e) Pursuant to the above stated modifications, the Guaranteed Maximum Price as of the date of this Amendment to: \$17,218,814.00.

(Items “c”, “d” and “e” are memorialized by the letter from AD Morgan dated November 20, 2009, a copy of which is attached hereto as Exhibit “A” and incorporated herein as if included *in haec verba*. AD Morgan hereby obligates itself to the terms of the letter included as Exhibit “A” to this Amendment, and Sumter County hereby excepts said terms by this writing.

4. Both parties agree that upon approval the formal Notice to Proceed shall be issued to resume work at the 1988 Main Jail, and the work schedule as submitted with this proposal shall be maintained with a completion date of February 26, 2010
5. Any provisions of the original Agreement not replaced or contradicted by this Amendment remain in full force and effect. In the event of any conflict between the terms of this Amendment and the original Agreement, the terms of this Amendment shall prevail.

Dated this _____ day of _____, 2009.

A.D. MORGAN CORP.

SUMTER COUNTY

Rebecca Smith
President

Honorable Doug Gilpin
Chairman, Board of County Commissioners